Wharton County Youth Fair & Exposition

P.O. Box 167 • Glen Flora, Texas 77443
979-677-3350 • 979-677-3561(fax)
www.whartoncountyyouthfair.org • wcyf@whartoncountyyouthfair.org

Lessee Name: _____Organization: _____

Address: _____

City: _____State: _____Zip: _____

Home Phone: _____Cell: _____

Work Phone: _____Email: _____

EVENT DATE: _____**TIME**: _____

Other Times: Thursday Date/Time: _____Friday Date/Time: _____

See Terms and Conditions for times.

Type of Event: _____ Number of people expected: _____

This agreement covers the rental of the arena, show barn and/or grounds, as well as additional services described below:

Please check all that apply

☐ **JOHNSON ARENA - $500/day**	☐ **STALLS/HOOK UPS**
☐ Holiday - $700	☐ Water/Electricity Hook ups (30 amp) - $25/day
☐ Tractor fee - $100/day *	☐ Water/Electricity Hook ups (50 amp) - $30/day
☐ Concession Stands - $100/day	☐ Stalls - $20/day
☐ Event Timers - $25/day	☐
☐ **AMMANN SHOW BARN - $400/day**	☐ **Spectator Liability Insurance** – *pricing depends on event*
☐ Holiday - $500	*Personal & Adv Injury - $1 million* *General Aggregate - $3 million*
☐ **GROUNDS** - *Areas available for rental. Call for pricing.*	*WCYF must be named as an additional insured*

**No one under 21 is allowed to operate any equipment*

This rental agreement is made between the Wharton County Youth Fair, (hereinafter referred to as WCYF) for the consideration and upon the terms and condition hereof. This agreement is hereby acknowledged through all signatures, dated _____made between the Lessee and WCYF.

Lessee Signature: _____

WCYF Authorized Agent: _____

$200 DEPOSIT (per area rented) **(DUE WITH CONTRACT)** **$_____ Date_____**	**TOTAL DUE:** **(Due the Friday before the event)** **$_____**

TERMS AND CONDITIONS OF WCYF FACILITIES RENTAL AGREEMENT

1. **RESERVATIONS:** Preliminary reservations may be made by phone up to one year in advance. Confirmed reservations will be made by the execution of this WCYF Rental Agreement. This Rental Agreement must be executed and the required deposit paid at least 60 days in advance of the event. If no deposit is received, WCYF has the right to cancel this agreement and rent the facility to another applicant. The balance of the rental must be paid one day prior to the event.

2. **DEPOSIT:** A $200 damage/cleanup deposit per area rented is required to secure the date of the event to cover any damages incurred during the time of this contract. The deposit money will be returned to the Lessee after the event, as long as all rental agreements are followed**.**

3. **CANCELLATIONS:** A forfeit of the security deposit per area will occur when cancellation is not given at least 30 days prior to the event for each hall or area rented.

4. **LIABILITY INSURANCE**: All lessees are required to provide a copy of liability insurance coverage ($1,000,000 Personal Injury & $3,000,000 General Aggregate). Wharton County Youth Fair MUST be listed as additional insured on the policy. If such is not available, the Lessor (WCYF) can submit to their Insurance Company for coverage and the Lessee will pay for said coverage. Rates depend on event.

5. **ALCOHOLIC BEVERAGES & EVENT SECURITY:** Lessee is allowed to serve alcoholic beverages. If serving alcohol, WCYF **REQUIRES** security for the event. **NO GLASS BOTTLES** are allowed on the WCYF properties at any time during this contract. WCYF will book uniformed licensed peace officers for the event at the Lessee's expense. The Lessee must pay for the security at the time the hall is paid for. Security payment will be paid in cash.

6. **RECURRING MONTHLY RENTALS:** In the event that this is a recurring monthly rental, any payment due to the WCYF under this agreement shall be paid on the day of the event.

7. **ASSIGNMENT:** This lease agreement may not be assigned by lessee to another party. Only the party or organization that the signee legally represents may use the rented facility as per this lease agreement.

8. **TIMES:** The Lessee will be allowed on the grounds from 8:30 a.m. – 10:00 p.m. on the day before the event to bring in supplies or livestock. On the day of the event the gates will be opened at the time specified by the Lessee. **Lessee must have the rented area cleaned up and everyone out by 1:00 a.m. ALL perimeter gates will be locked at 1:00 a.m.**

9. **ARENA/CONCESSION CLEANUP:** It is the Lessee's responsibility to clean up ALL trash from around the arena and parking lot after the event. Dispose of grease properly in containers provided by the WCYF. Clean all counters, dispose of trash, and food.

10. **STALL CLEANUP:** It is the Lessee's responsibility to clean ALL stalls used during the rental of the arena and stall facilities. This includes any trash and/or shavings used in the Amman Barn, Johnson Arena and any stall or tie out areas.

11. **MEDICAL SUPPORT:** Lessee renting the arena for ROUGH STOCK events **MUST** shall employ an ambulance service and maintain an ambulance and staff at the fairgrounds during all events. Lessee renting the arena for BARREL and ROPING events are **STRONGLY ENCOURAGED** to employ an ambulance service and maintain an ambulance and staff at the fairgrounds during all events. ALL BARREL and ROPING events **MUST** have some type of **EMT** onsite if an ambulance service is not employed. The EMT's name and contact information will be given to the WCYF office prior to event. Failure to provide this service will be grounds for the Lessor to terminate this agreement immediately and cancel any events in progress and Lessee shall forfeit all sums paid.

12. **WCYF RENTAL RULES:** The lessee hereby acknowledges receipt and understanding of the current WCYF Booking and Rental Policy and Liability Release and Indemnity Agreement which are incorporated by reference in full, as is fully set forth herein this Agreement. Lessee agrees that he/she and his/her guests and invitees will be bound and abide by the aforementioned policy and agreement and accepts responsibility for the conduct of his/her guests and invitees according to these Rules contained therein. Lessee acknowledges that he/she has read and understands all the Rules, and that WCYF may at any time revise these Rules. Lessee agrees that any revision shall have the same force and effect as any current Booking and Rental Policy. WCYF will determine at its own discretion if Lessee or Lessee's guests or invitees have failed to abide by the Rules. Such failure may result in WCYF declaring the Lessee to be in default hereunder and result in the termination of this Agreement and full surrender of damage/cleanup deposit. Lessee also acknowledges the acceptance of the Liability Release and Indemnity Agreement set forth as part of this agreement.

13. **LESSEE:** The Lessee shall be responsible for the payment of all taxes or other assessments that may be made against it in its operation. The Lessee shall see to it utilities are turned off at closing each night and the caretaker is notified that all personnel are leaving the grounds. The Lessee agrees to leave the facility clean and in condition found in prior to the lease.

14. **HOLD HARMLESS:** The Lessee, its officers, directors, employees and members, agree to hold WCYF harmless from all claims that may arise in the use of the Premises by the Lessee to the Extent caused by Lessee's Negligence whether it be from activities happening on or off the premises in connection with use hereof. If WCYF incurs any expenses or fees resulting for defense of any such claims, Lessee agrees to reimburse WCYF for any such fees upon written notice of such charge.

LIABILITY RELEASE & INDEMNITY AGREEMENT

This liability release and indemnity agreement is entered into by and between the Wharton County Youth Fair & Exposition, their directors, owners, volunteers, agents, contract labor and employees (hereinafter referred to as WCYF) and the undersigned (LESSEE). Lessee acknowledges that he/she is renting one or more of the facilities within the grounds owned by Wharton County Youth Fair & Exposition. Because WCYF is open for use by other individuals, I recognize that I am at higher risk of contracting COVID-19. **Lessee expressly UNDERSTANDS AND AGREES that there is an inherent degree of RISK and DANGER involved in participating in and/or being in the presence of formal and/or informal activities on the WCYF Grounds, but is not limited to, the risk of BODILY INJURY, DEATH, and PROPERTY DAMAGE to persons or property.**

For and inconsideration of WCYF providing facilities for rental to the Lessee, the undersigned agrees to RELEASE and DISCHARGE the Wharton County Youth Fair & Exposition, including their directors, volunteers, agents, aids, contract labor and employees, OF AND FROM ANY AND ALL LIABILITY for, but not limited to, BODILY INJURY, DEATH, and PROPERTY DAMAGE which arises out of or is connected with NEGLIGENCE and/or FAULT of WCYF, including their agents, aids, volunteers, representatives and employees that may occur during the preparation for an activity, during the activity and during the take down phase of an activity. This constitutes a period of 24 hours before, during and 24 hours after an event for which the facilities were rented and refers to all who participated in the event in any way.

The undersigned also agrees to INDEMNIFY, HOLD HARMLESS, AND DEFEND WCYF, including their directors, volunteers, contract labor and employees, FROM ALL LOSSES, COSTS, DAMAGES, AND EXPENSES (INCLUDING COURT AND ATTORNEY"S FEES) THAT ARISE OUT OF OR ARE CONNECTED WITH BODILY INJURY, DEATH OR PROPERTY DAMAGE which arises out of or is connected with NEGLIGENCE and/or FAULT of WCYF, including their directors, volunteers, and employees that may occur during the preparation for an activity, during the activity and during the take down phase of an activity. This constitutes a period of 24 hours before, during and 24 hours after an event for which the facilities were rented and refers to all who participated in the event in any way.

The undersigned, upon the signing of this document, states that he/she as sole representative or as a duly designated representative of an organization, has carefully read the foregoing Liability Release and Indemnity Agreement and thereby knows and understands the contents thereof and signs the agreement of his/her own free will and act. The terms and conditions of this Liability Release and indemnity Agreement are contractual and not a mere recital.

ACKNOWLEDGEMENT

I, the undersigned, by my signature below, do hereby acknowledge that I have read and accepted this Agreement, the **WCYF Facilities Agreement Rental and the WCYF Liability Release and Indemnity Agreement** and do hereby agree to this contractually binding agreement and do also agree to uphold all said rules and conditions of this agreement. My signature indicates my agreement to be fully responsible for the below that I have reviewed and understood and signed the **WCYF Facilities Agreement Rental and the WCYF Liability Release and Indemnity Agreement** for in addition to this contract.

LESSEE SIGNATURE must be person renting or a legal representative of the organization executing this agreement.

_____	_____	_____
Print Name of Lessee	Date	**Lessee Signature**
_____		_____
Name of Organization		**WCYF Authorized Agent**

A copy of this form will be provided to the lessee and a copy is to be maintained in the office of the WCYF. This form must be completed by the lessee before any contracts are considered to be complete.

FACILITY INFORMATION SHEET

Arena	Amman Barn	Johnson Arena
Size		88' X 210'
Bleachers/PA	Yes/Yes	Yes/Yes
Concession	Yes (not included in arena lease price)	Yes (not included in arena lease price)
Seating	Approx. 300	Approx. 1600
Fans	Yes	Yes
Stalls/Pens/Tie outs	Yes/Yes/Yes	Yes
	Yes	Yes
Cost	$400 $500 Holiday	$500/day $700 Holiday
Deposit	$200	$200

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CARETAKER: 979-533-9067

FACILITY CHECKLIST

By initialing in the Lessee column this states you have inspected the facility in this contract and everything has been left according to the **TERMS AND CONDITIONS OF WCYF FACILITIES RENTAL AGREEMENT.** If a problem is found in the Lessee's inspection, contact the caretaker at the above number to make him aware of the problems.

ITEM	Lessee Initial	Fair Office/Caretaker Initial
Trashed cleaned		
Trash cleaned from Parking Lot		
Announcer Stand (arena)		
Decorations Removed		
Fire Extinguishers intact $100 Fee if not (arena & hall)		
Kitchen		
Restroom		
Glass Bottles		
Concession Clean Including grease out of fryers		

- **Any of above items not completed will be subject to a reduction in deposit returned.**
- **Please give form to the caretaker at the end of the event.**
- **WCYF will inspect the facilities on Monday following the event**